

**Fill in this information to identify the case:**Debtor 1 Maranda Nichole GrasleyDebtor 2 \_\_\_\_\_  
(Spouse if filing)United States Bankruptcy Court for the: Middle District of PennsylvaniaCase Number 22-02354**Official Form 410****Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim****1. Who is the current creditor?**Midland Credit Management, Inc.

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Synchrony Bank / Old Navy Visa**2. Has this claim been acquired from someone else?**☐ No☒ Yes. From whom? Synchrony Bank**3. Where should notices and payments to the creditor be sent?****Where should notices to the creditor be sent?****Where should payments to the creditor be sent?(if different)**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Midland Credit Management, Inc.  
Name

Name

PO Box 2037

Number Street

Warren MI 48090

City State Zip Code

Contact phone (877) 495-2902

Contact email

bankruptcydm@mcmcg.com

Number Street

City State Zip Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_**4. Does this claim amend one already filed?**☐ No☒ Yes. claim number on court claims registry (if known) 5Filed on 06/07/2023  
MM/DD/YYYY**5. Do you know if anyone else has filed a proof of claim for this claim?**☒ No☐ Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6.</b>	<b>Do you have any number you use to identify the debtor?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes.	Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>XXXXXXXXXX-9613</u>									
<b>7.</b>	<b>How much is the claim?</b>	<u>\$1,452.35</u>	<b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).									
<b>8.</b>	<b>What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.</p> <p>Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Revolving Credit/Services Rendered</u></p>										
<b>9.</b>	<b>Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes.	<p>The claim is secured by a lien on property.</p> <p><b>Nature of the property:</b></p> <p><input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.</p> <p><input type="checkbox"/> Motor vehicle</p> <p><input type="checkbox"/> Other. Describe: _____</p> <p><b>Basis for perfection:</b> _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <table style="width: 100%;"><tr><td style="width: 40%;"><b>Value of property:</b></td><td style="width: 10%;">\$</td><td style="width: 50%;"></td></tr><tr><td><b>Amount of the claim that is secured:</b></td><td>\$</td><td></td></tr><tr><td><b>Amount of the claim that is unsecured:</b></td><td>\$</td><td>(The sum of the secured and unsecured amounts should match the amount in line 7.)</td></tr></table> <p><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____</p> <p><b>Annual Interest Rate</b> (when case was filed) _____%</p> <p><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p>	<b>Value of property:</b>	\$		<b>Amount of the claim that is secured:</b>	\$		<b>Amount of the claim that is unsecured:</b>	\$	(The sum of the secured and unsecured amounts should match the amount in line 7.)
<b>Value of property:</b>	\$											
<b>Amount of the claim that is secured:</b>	\$											
<b>Amount of the claim that is unsecured:</b>	\$	(The sum of the secured and unsecured amounts should match the amount in line 7.)										
<b>10.</b>	<b>Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes.	<b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____									
<b>11.</b>	<b>Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes.	Identify the property: _____									

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No  
☐ Yes. Check one:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Wages, salaries, or commissions (up to \$15,150\* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

- ☐ I am the creditor.  
☒ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Executed on date 6/28/2023  
MM/DD/YYYY

/s/ Angela Walmsley  
Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Angela Walmsley</u>		
	First Name	Middle Name	Last Name
Title	<u>Bankruptcy Specialist</u>		
Company	<u>Midland Credit Management, Inc.</u>		
Identify the corporate servicer as the company if the authorized agent is a servicer.			
Address	<u>P O Box 2037</u>		
	Street Address		
	<u>Warren</u>	<u>MI</u>	<u>48090</u>
	City	State	Zip Code
Contact phone	<u>(877) 495-2902</u>	Email	<u>bankruptcydm@mcmcg.com</u>



PO Box 2037  
Warren, MI 48090  
Phone: 877-495-2902  
Fax: 866-818-1718  
Email: bankruptcydm@mcmcg.com

Reference No. 319270916

## **Proof of Claim - Account Details**

### **Debtor(s)**

Maranda Nichole Grasley

### **Account Holder(s)**

Maranda Grasley

### **Account information**

Original Creditor Account Number: XXXXXXXXXXXX-9613

Account Open Date: 06/10/2021

Last Payment Date: 10/13/2021

Last Transaction Date: 10/13/2021

Creditor at Date of Last Transaction: Synchrony Bank

Charge Off Date: 06/03/2022

### **Creditor Information**

Current Creditor: Midland Credit Management, Inc.

Original Creditor: Synchrony Bank

Purchased From: Synchrony Bank

### **Claim Breakdown**

Principal: \$1,005.55

Finance Charges: \$446.80

Adjustment: \$0.00

Total Claim Amount: \$1,452.35

Midland Credit Management, Inc. ("Midland") acquired the balance on this claim as principal only. The above claim breakdown reflects the amount disclosed to Midland by the Seller that accrued prior to charge off and Midland's purchase of the account. If finance charges are listed above, this amount may include interest, fees, or other charges to the account prior to its acquisition by Midland. Midland has not added any interest, fees or other charges since its acquisition of the balance. If an "adjustment" is listed above, this amount reflects any reduction of the balance since charge off.

**SYNCHRONY BANK  
PRICING INFORMATION ADDENDUM  
FOR YOUR GAP, INC. VISA® CARD ACCOUNT ENDING IN 9613**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<p>The APR for your purchases is the prime rate plus 22.74%.</p> <p>The daily rate for purchases is the prime rate plus 22.74%, times 1/365.</p> <p>This APR will vary with the market based on the prime rate.</p>
<b>APR for Cash Advances</b>	<p>The APR for your cash advances is the prime rate plus 23.74%.</p> <p>The daily rate for cash advances is the prime rate plus 23.74%, times 1/365.</p> <p>This APR will vary with the market based on the prime rate.</p>
<b>Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest cash advances and balance transfer on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.00.

**SEE NEXT PAGE for more important information about your account.**

<b>Fees</b>	
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<p>Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater (maximum fee <b>Not Applicable</b>).</p> <p><b>3% of the transaction</b></p>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> </ul>	<p>Up to <b>\$40</b></p> <p>The amount of the late payment fee will be equal to:</p> <p>\$29, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles</p> <p>OR</p> <p>\$40, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles.</p> <p>The late payment fee will not be more than the total minimum payment that was due.</p>

**How We Will Calculate Your Balance:** We use a method called “daily balance”.

#### **Variable Rate Information**

The “Prime Rate” for a billing period is the highest bank prime loan rate as published in *The Wall Street Journal* in its Money Rates section on the last business day of the calendar month preceding the first day of the billing period.

If the Prime Rate increases, the daily rates (and corresponding APRs) may increase. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We will apply any change in the daily rates because of a Prime Rate change to your entire account balance. A change in the Prime Rate will take effect on the first day of the billing cycle after the change. We may select a new interest rate index if the Prime Rate is not available.

**SYNCHRONY BANK**  
**SECTION I: RATES AND FEES TABLE**  
**GAP INC. VISA® CARD ACCOUNT AGREEMENT**

Information from Section I of the Gap Inc. Visa® Card Account Agreement is provided in the accompanying Pricing Information Addendum.

**SECTION II: RATES, FEES AND PAYMENT INFORMATION**  
**GAP INC. VISA CARD ACCOUNT AGREEMENT**

<b>How Interest is Calculated</b>	
<b>Your Interest Rate</b>	We use a daily rate to calculate the interest on the balance on your account each day. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law. The daily rate is the applicable APR times 1/365. See the accompanying Pricing Information Addendum for information about your specific APR for purchases and cash advances.
<b>When We Charge Interest</b>	<p><b>Purchases.</b> We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none"> <li>We will not charge you interest during a billing cycle on any purchases if: <ol style="list-style-type: none"> <li>You had no balance at the start of the billing cycle; OR</li> <li>You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle.</li> </ol> </li> <li>We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if: <ol style="list-style-type: none"> <li>You had no balance at the start of the previous billing cycle; OR</li> <li>You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.</li> </ol> </li> </ul> <p><b>Cash Advances.</b> We charge interest on your cash advances, and their related fees, from the date you make the transaction until you pay them in full. You cannot avoid paying interest on cash advances or their related fees.</p>
<b>How We Calculate Interest</b>	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases, cash advances and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none"> <li>How to get the daily balance: We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. We apply fees to balance types as follows: <ol style="list-style-type: none"> <li>late payment fees are treated as new purchases;</li> <li>debt cancellation fees are added proportionately to each balance;</li> <li>cash advance fees are added to the cash advance balance; and</li> <li>foreign transaction fees are added to the purchase balance.</li> </ol> </li> <li>How to get the daily interest amount: We multiply each daily balance by the daily rate that applies.</li> <li>How to get the starting balance for the next day: We add the daily interest amount in step 2 to the daily balance from step 1.</li> <li>How to get the interest charge for the billing cycle: We add all the daily interest amounts that were charged during the billing cycle.</li> </ol> <p>We charge a minimum interest in any billing cycle in which you owe interest. This charge is added proportionately to each balance type. See the accompanying Pricing Information Addendum for the amount of your minimum interest charge.</p>
<b>How Fees Work</b>	
<b>Cash Advance Fee</b>	We will charge this fee for each cash advance you make. For ATM cash advances this fee is in addition to any fee the ATM owner may charge you for use of the ATM.
<b>Foreign Transaction Fee</b>	<p>We will charge this fee for purchases or cash advances you make in currencies other than U.S. dollars and/or in a country other than the U.S., whether or not the transaction was in a foreign currency.</p> <p>If you make a transaction with your account in a currency other than U.S. dollars, Visa U.S.A. Inc. ("Visa") will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that Visa currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. Currently, Visa operating regulations provide that the currency conversion rate is either (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate that is in effect on the central processing date may differ from the rate in effect on the transaction date or the posting date, and may be higher than the rate you could have gotten if you had converted U.S. dollars into the foreign currency.</p>
<b>Late Payment Fee</b>	We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. See the accompanying Pricing Information Addendum for the amount of the fee.

**Minimum Payment Calculation**

See the accompanying Variable Terms Addendum for how the total minimum payment is calculated.

## SECTION III: STANDARD PROVISIONS

### GAP INC. VISA CARD ACCOUNT AGREEMENT

#### ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

**This Agreement.** This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

**Parties To This Agreement.** This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as "you" or "your." Synchrony Bank may be referred to as "we," "us" or "our."

**Changes To This Agreement.** We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

**Special Promotions.** The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

#### HOW TO USE YOUR ACCOUNT/CARD

**Use Of Your Account.** You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from Gap, Old Navy, Banana Republic or Athleta retail, online or Outlet/Factory stores located in the U.S., Puerto Rico and Canada, and from any merchant that accepts Visa credit cards. You may get cash advances as further explained below. You may not use your account to pay amounts you owe us on this account or any other account you have with us.

**Cash Advances.** We may offer you the opportunity to get a cash advance with convenience checks that we send you. We may not honor a convenience check for any reason stated on the check. You can also get cash or make a withdrawal from any institution or ATM that accepts the card or the account. In addition, we will treat any purchase of certain cash like items as cash advances. Cash like items include for example, money orders, cashier's checks, traveler's checks, electronic or wire transfers, foreign currency or other in bank transactions, tax payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds and fines.

**You Promise To Pay.** You promise to pay us for all amounts owed to us under this Agreement.

**Your Responsibility.** Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

**Transaction Limits.** To prevent fraud, we may limit the number or dollar amount of any type of transactions you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

**Credit Limit.** You will be assigned a credit limit and cash advance limit on your account that we may increase or decrease from time to time. If we approve a transaction that makes you go over your credit limit or your cash advance limit, we do not give up any rights under this Agreement and we do not treat it as an increase in either limit.

#### HOW AND WHEN TO MAKE PAYMENTS

**When Payments Are Due.** You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

**Payment Options.** You can pay by mail or online. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

**How To Make A Payment.** You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

**Payment Allocation.** We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

#### INFORMATION ABOUT YOU

**Using And Sharing Your Information.** When you applied for an account, you gave us and The Gap, Inc. (Gap Inc.) information about yourself that we could share with each other. Gap Inc. will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

**Address/Phone Change.** You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number.

**Consent To Communications.** You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For informational, servicing, fraud, or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. Text frequency may vary and may be recurring. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you. Message and data rates may vary. We and any carrier are not liable for delayed or undelivered messages. If you have questions, please call the number on the back of your card.

**Telephone Monitoring.** For quality control, you allow us to listen to and/or record telephone calls between you and us.



## IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

**Closing Your Account.** You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

**Collection Costs.** If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

**Credit Bureau Reporting.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 965005, Orlando, FL 32896-5005. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

**Default.** You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

**Disputed Amounts.** The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

**Unauthorized Use.** If your card is lost, stolen or used without your consent, call us immediately at 1-866-450-4467 for Gap Visa Card Accounts, 1-866-450-2330 for Banana Republic Visa Card Accounts, 1-866-450-5294 for Old Navy Visa Card Accounts and 1-855-327-4359 for Athleta Visa Card Accounts. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

**Transactions Processed On The Visa Network.** Transactions made using your credit card in a Gap Inc. store or at a Gap Inc. website are processed by Synchrony Bank and are not processed on the Visa network. As a result, these transactions are not eligible for certain benefits that apply to transactions processed over the Visa network. For example, transactions in a Gap Inc. store or at a Gap Inc. website do not count as eligible transactions for promotions that are sponsored by Visa, such as "Visa Extras." Your account is protected against unauthorized use as provided in this Agreement. In addition, Visa's Zero Liability policy applies to all transactions not made in a Gap Inc. store or on a Gap Inc. website.

## IMPORTANT INFORMATION ABOUT THIS AGREEMENT

**Assignment.** We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

**Enforceability.** If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

**Governing Law.** Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

**Waiver.** We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

## RESOLVING A DISPUTE WITH ARBITRATION

**PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.**

- CLAIMS AND PARTIES.** If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you (including any other user of your account), and us (including our parents, affiliates, agents, employees, officers, and assignees) that directly or indirectly arises from or relates to your account, your account Agreement or our relationship, except as noted below. In addition, The Gap, Inc. and/or any assignee, agent, or service provider of ours that collects amounts due on your account are intended beneficiaries of this Arbitration section and may enforce it in full (notwithstanding any state law to the contrary).
- This Arbitration section broadly covers claims based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief, even if they arose before this section took effect. You may not sell, assign or transfer a claim.
- Examples of claims subject to arbitration are disputes about an account transaction, fees, charges or interest, the events leading up to the Agreement (such as any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), an application for or denial of credit, any product or service provided by us or third parties in connection with the Agreement, credit reporting, benefit programs related to your account including any reward program, the collection of amounts due by our assignees, service providers, or agents and the manner of collection.
- However, we will not require you to arbitrate any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.
- Only a court will decide disputes about the validity, enforceability, coverage or scope of this Arbitration section or any part thereof. However, any dispute that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator to decide.
- NO CLASS ACTIONS.** IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSONS EXCEPT ACCOUNTHOLDERS ON YOUR ACCOUNT. THUS, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.
- PROCEDURES.** The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, [www.adr.org](http://www.adr.org), or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com), to administer the arbitration. If neither administrator can handle the dispute, a court with jurisdiction will appoint an arbitrator.

8. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. The arbitrator must apply the same law, consistent with the Federal Arbitration Act (FAA), that would apply to an individual action in court, but may use different procedural rules. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court.
9. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The parties will bear the fees and costs of their attorneys, witnesses and experts. However, the arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Agreement, the administrator's rules or applicable law.
10. The arbitration will take place by phone or at a location reasonably convenient to you. If you ask, we will pay all the fees the administrator or arbitrator charges if you cannot obtain a waiver of fees from the administrator and are acting in good faith. We will always pay arbitration costs required by the administrator's rules or that are necessary for this Arbitration section to be enforced.
11. **GOVERNING LAW.** This Arbitration section is governed by the FAA. Utah law shall apply to the extent state law is relevant under the FAA, unless otherwise stated herein. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.
12. **SURVIVAL.** This Arbitration section shall survive the repayment of all amounts owed, the termination, cancellation or suspension of the Agreement or your account or credit privileges, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If this Arbitration section conflicts with the applicable arbitration rules or the other provisions of the Agreement, this Arbitration section shall govern.
13. **SEVERABILITY.** If any portion of this Arbitration section is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force with the following two exceptions. First, if a determination is made that the "No Class Actions" provision is unenforceable, and that determination is not reversed on appeal, then this Arbitration section shall be void in its entirety. Second, if a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
14. **HOW TO REJECT ARBITRATION.** You may reject this Arbitration section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within 45 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address, account number, and personal signature, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section. Rejecting this Arbitration section will not affect any other provision of the Agreement. It will also not affect any prior arbitration agreement or dispute resolution provision between you and us, which will remain in full force and effect. If you don't reject this Arbitration section, it will be effective as of the date of the Agreement and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.

## SECTION IV: OTHER IMPORTANT INFORMATION

### GAP INC. VISA CARD ACCOUNT AGREEMENT

**NOTICE FOR ACTIVE DUTY MILITARY MEMBERS AND THEIR DEPENDENTS:** The following disclosures apply to you if, at the time your account is opened, you are a "covered borrower" as defined in the Military Lending Act, which includes eligible active duty members of the Armed Forces and their dependents:

1. The provision in this Agreement called "Resolving a Dispute with Arbitration" will not apply to your account.
2. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).
3. You can call 1-855-367-4541 to hear the information in item 2 (above) and a description of the payment obligation for your account.

The rest of the language in this section of the agreement includes state notices, billing rights summary and rewards terms (if applicable) and is not required to be provided as part of the request for customer agreement.

**SYNCHRONY BANK**  
**VARIABLE TERMS ADDENDUM**  
**FOR YOUR GAP, INC VISA CARD ACCOUNT**

**Total Minimum Payment.**

Your total minimum payment will be calculated as follows. Your total minimum payment will be the greater of:

1. \$29, or \$40 (which includes any past due amounts) if you have failed to pay the total minimum payment due by the due date in any one or more of the prior six billing cycles.  
  
OR
2. The sum of:
  - a. Any past due amounts; PLUS
  - b. 1% of the new balance shown on your billing statement(excluding any balance in connection with a special promotional purchase with a unique payment calculation); PLUS
  - c. Any late payment fees charged to your account in the current billing cycle; PLUS
  - d. All interest charged to your account in the current billing cycle; PLUS
  - e. Any payment due in connection with a specific promotional purchase with a unique payment calculation

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

GAP DC  
GAP2940\_VTA

AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR

State of Florida County of Seminole


**Alexa Stubbs** being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am a Media Representative of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about **11/12/2022** Synchrony Bank formerly known as GE Capital Retail Bank sold a pool of charge-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to **Midland Credit Management, Inc.** As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Synchrony Bank formerly known as GE Capital Retail Bank.

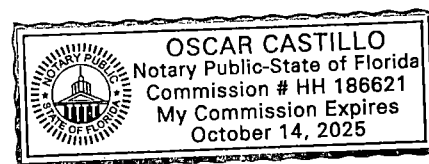
The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

Signed this 6th day of December, 2022

  
**Alexa Stubbs**

Signed and sworn to before me this 6th day of December, 2022

(Notary Stamp)



**NY CoC CERTIFICATE OF CONFORMITY UNDER  
NYS CLS CPLR § 2309(c) AND NYS CLS RPL § 299-a**

The undersigned does hereby certify that he/she is an attorney-at-law duly admitted to practice in the State of Florida and residing in the State of Florida; that he/she is a person duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York; that he/she is fully acquainted with the laws of the State of Florida pertaining to the acknowledgment or proof of affidavits; that the acknowledgement or proof upon the foregoing Affidavit of **Alexa Stubbs** was taken by **Oscar Castillo**, a notary public in the State of Florida, in the manner prescribed by the laws of the State of Florida, being the state in which the Affidavit was taken; and, based on his/her review thereof, that the notarized Affidavit conforms to the laws of the State of Florida in all respects.

Witness my signature this 6th day of December, 2022



**Tyler Burich**

Attorney-at-law, State of Florida.



## EARN EVERYWHERE

5 points for every \$1 spent across our family of brands with your card.\*

1 point for every \$1 spent anywhere else Visa® credit cards are accepted.\*



## REDEEM ANYTIME

at any of our brands,  
with no merchandise exclusions.

**100 POINTS = \$1 REWARD**

ONE MEMBERSHIP. FOUR BRANDS.



BANANA REPUBLIC



ATHLETA

\*Subject to credit approval. A Gap Inc. Visa Credit Card must be used as sole payment type. See Reward Programs Terms for details about earning and redeeming points and rewards.

### Navyist Rewards Visa® Credit Card

MARANDA GRASLEY  
Account Number [REDACTED]

9613

Visit us at [eservice.oldnavy.com](http://eservice.oldnavy.com)  
Customer Service: 1-866-450-5294

Summary of Account Activity	
Previous Balance	\$1,039.55
- Payments	\$34.00
<b>+ Interest Charged</b>	<b>\$22.61</b>
<b>New Balance</b>	<b>\$1,028.16</b>
Credit Limit	\$1,000.00
Available Credit	OVERLIMIT
Cash Limit	\$200.00
Available Cash	OVERLIMIT
Statement Closing Date	11/05/2021
Days in Billing Cycle	31

Payment Information		
New Balance		\$1,028.16
Total Minimum Payment Due		\$33.00
Overlimit Amount		\$28.16
Payment Due Date		11/28/2021
<b>Late Payment Warning:</b> If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$40.00.		
<b>Minimum Payment Warning:</b> If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional charges using this card and each month you pay ....	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the Minimum payment	5 years	\$1,893.00
\$41.00	3 years	\$1,491.00 (Savings = \$402.00)
If you would like information about <b>credit counseling services</b> , call 1-877-302-8775.		

Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
<b>*Purchases in Our Stores</b> (Gap, Old Navy, Banana Republic and Athleta)				
<b>Other Transactions</b> (gas, groceries, etc.)				
10/13	10/13	74479948Z00XS6H0Z	ONLINE PAYMENT THANK YOU	(\$34.00)
<b>FEES</b>				
<b>TOTAL FEES FOR THIS PERIOD</b>				<b>\$0.00</b>
<b>INTEREST CHARGED</b>				
11/05	11/05		INTEREST CHARGE ON PURCHASES	\$22.61
(Continued on next page)				

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: [REDACTED] 9613			
Total Minimum Payment Due	Payment Due Date	Overlimit Amount	New Balance
\$33.00	11/28/2021	\$28.16	\$1,028.16

Payment Enclosed: \$ [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  
Please use blue or black ink.  
OR pay on-line at [eservice.oldnavy.com](http://eservice.oldnavy.com) New address or email? Print changes on back.

We currently do not accept payments in our stores.

MARANDA GRASLEY  
PA  
1606 FAIRVIEW AVE  
BERWICK PA 18603-2513

**Make Payment To:** OLD NAVY VISA/SYNCB  
PO BOX 960017  
ORLANDO, FL 32896-0017

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965004, Orlando, FL 32896-5004. Please include your account number on any correspondence you send to us.  
**Payments:** Send payments to the address listed on the remit portion of this statement or pay online.  
**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope, addressed to: P.O. Box 530993, Atlanta, GA 30353-0993 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the Billing Inquiries Address of: Synchrony Bank, P.O. Box 965003, Orlando, FL 32896-5003  
In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Synchrony Bank  
P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that

point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.**

Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, or (e) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credits To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**How We Calculate Interest**

**Daily Balance Method:** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

We will not charge you any interest on purchases if you pay your entire balance by the due date each month. Please refer to the due date shown on the front of your statement. We will begin charging interest on cash advances on the transaction date.

**Your Account is owned and serviced by Synchrony Bank.**

[WF3571763C]

O1GE6544 - 1 - [05/14/21]

**Bankruptcy Notice:** If you file bankruptcy, you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965065, Orlando, FL 32896-5065.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street Address City, State ZIP Phone # Email	_____	_____	_____	_____
		*Home Phone #	*Business Phone #	*Cell # or other phone # we can use to contact you	**Email Address

\*\*By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Gap, Inc.





## YOUR REWARDS PROGRAM HAS CHANGED.

Reminder, rewards certificates are no longer being mailed. You can access rewards online by visiting: [oldnavy.gap.com/profile/customer\\_value.do](http://oldnavy.gap.com/profile/customer_value.do)

ONE MEMBERSHIP. FOUR BRANDS.



BANANA REPUBLIC



ATHLETA

As of 7/20, all credit card accounts now require an email address to redeem rewards online. This email address serves as your unique Member ID, identifying you to be able to access your rewards.

This email address must be consistent across Cardmember Account Services and our Brand accounts. If your email addresses are consistent, no further action is necessary. You are not required to receive marketing emails from our brands.



Please visit [oldnavy.syf.com/login](http://oldnavy.syf.com/login) or call 1-800-653-6289 to ensure your information is accurate before January 31st, 2022.

### Transaction Summary (continued)

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
11/05	11/05		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$22.61
2021 Totals Year-To-Date				
Total Fees Charged in 2021			\$0.00	
Total Interest Charged in 2021			\$83.46	
Total Interest Paid in 2021			\$60.85	

### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Purchases	N/A	25.99%(v)	\$1,024.18	\$22.61
Cash Advances	N/A	26.99%(v)	\$0.00	\$0.00

(v) = variable rate

### Cardholder News and Information

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

With Navyist Rewards, no matter how you spend, all your points can be in one place. Redeeming is easy, too. You can redeem a \$1 reward for every 100 points earned across our family of brands, with no merchandise exclusions. Visit [www.oldnavy.com/navyistrewards](http://www.oldnavy.com/navyistrewards) to view your available Rewards balance.

One Membership. Four Brands. Enjoy the benefits of your One Membership when you shop across our family of brands. No matter where you joined, your membership can travel with you.

Earn Rewards with your Navyist Rewards Visa Credit Card. Earn 5 points for every \$1 spent at Old Navy, Gap, Banana Republic and Athleta and 1 point for every \$1 spent everywhere else your Navyist Rewards Visa Credit Card is accepted.

Looking for a more convenient due date? Call customer service at the phone number on your statement to determine if eligible and discuss available options.

Your account is over its credit limit. Please pay the amount by which your balance exceeds the credit limit plus the minimum payment due. If you have already sent us this payment, thank you.





Field	Field Data
Account Number	██████████9613
First Name	MARANDA
Last Name	GRASLEY
SSN	XXX-XX-6268
Date of Birth	██████████
Address 1	1606 FAIRVIEW AVE
City	BERWICK
State	PA
Zip	18603
Open Date	06/10/2021
Last Purchase Date	08/13/2021
Last Purchase Amount	\$7.70
Last Payment Date	10/13/2021
Last Payment Amount	\$34.00
Sale Amount	\$1,452.35
Charge Off Date	06/03/2022
Charge off Balance	\$1,452.35
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	\$0.00
Post Charge off Payments and Credits	\$0.00
Post Charge off Credits	\$0.00
Affinity	OLD NAVY VISA
Alternate Account #1	██████████9619

Account information provided by Synchrony Bank formerly known as GE Capital Retail Bank pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 11/28/2022 in connection with the sale of accounts from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Credit Management, Inc.

████████████████████████████████████████████████████████████████████████████████



**THANK YOU**  
for being a Synchrony  
cardholder.



**Navyist Rewards  
Visa Credit Card**

MARANDA GRASLEY  
Account Number [REDACTED]

9613

Visit us at [eservice.oldnavy.com](http://eservice.oldnavy.com)  
Customer Service: 1-866-450-2324

**Summary of Account Activity**

Previous Balance	\$1,412.35
- Other Credits	\$1,452.35
<b>+ Fees Charged</b>	<b>\$40.00</b>
<b>New Balance</b>	<b>\$0.00</b>
Credit Limit	\$1,000.00
Available Credit	\$0.00
Cash Limit	\$200.00
Available Cash	\$0.00
Statement Closing Date	06/03/2022
Days in Billing Cycle	30

**Payment Information**

New Balance	\$0.00
Amount Past Due	\$0.00
Total Minimum Payment Due	\$550.00
Payment Due Date	06/05/2022

**Late Payment Warning:** If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$40.00.

**Transaction Summary**

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
<b>*Purchases in Our Stores</b> (Gap, Old Navy, Banana Republic and Athleta)				
<b>Other Transactions</b> (gas, groceries, etc.)				
06/03	06/03	F317900HA00999990	CHARGE OFF ACCOUNT-PRINCIPALS	(\$1,005.55)
06/03	06/03	F317900HA00999990	CHARGE OFF ACCOUNT-INTEREST CHARGE	(\$446.80)
<b>FEES</b>				
05/28	05/28		LATE FEE	\$40.00
<b>TOTAL FEES FOR THIS PERIOD</b>				<b>\$40.00</b>
<b>INTEREST CHARGED</b>				
06/03	06/03		INTEREST CHARGE ON PURCHASES	\$0.00
06/03	06/03		INTEREST CHARGE ON CASH ADVANCES	\$0.00
<b>TOTAL INTEREST FOR THIS PERIOD</b>				<b>\$0.00</b>

**2022 Totals Year-To-Date**

Total Fees Charged in 2022	\$240.00
Total Interest Charged in 2022	\$132.83
Total Interest Paid in 2022	\$0.00

**PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.**

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

Detach and mail this portion with your check. Do not include any correspondence with your check.

Account Number: [REDACTED] 9613

**OLD NAVY**

Total Minimum Payment Due	Past Due Amount	Payment Due Date	Overlimit Amount	New Balance
\$550.00	\$0.00	06/05/2022	\$0.00	\$0.00

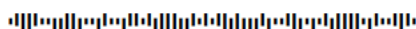
Payment Enclosed: \$  
Please use blue or black ink.

OR pay on-line at  
[eservice.oldnavy.com](http://eservice.oldnavy.com)

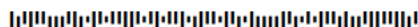
New address or email? Print changes on back.

We currently do not accept  
payments in our stores.

MARANDA GRASLEY  
PA  
1606 FAIRVIEW AVE  
BERWICK PA 18603-2513



**Make Payment To:** OLD NAVY VISA/SYNCRB  
PO BOX 960017  
ORLANDO, FL 32896-0017



**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965004, Orlando, FL 32896-5004. Please include your account number on any correspondence you send to us.  
**Payments:** Send payments to the address listed on the remit portion of this statement or pay online.  
**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope, addressed to: P.O. Box 530993, Atlanta, GA 30353-0993 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the Billing Inquiries Address of: Synchrony Bank, P.O. Box 965003, Orlando, FL 32896-5003  
In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Synchrony Bank  
P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that

point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.**

Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, or (e) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credits To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**How We Calculate Interest**

**Daily Balance Method:** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

We will not charge you any interest on purchases if you pay your entire balance by the due date each month. Please refer to the due date shown on the front of your statement. We will begin charging interest on cash advances on the transaction date.

**Your Account is owned and serviced by Synchrony Bank.**

[WF3571763C]

O1GE6544 - 1 - [05/14/21]

**Bankruptcy Notice:** If you file bankruptcy, you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965065, Orlando, FL 32896-5065.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street Address City, State ZIP Phone # Email	_____	_____	_____	_____
		*Home Phone #	*Business Phone #	*Cell # or other phone # we can use to contact you	**Email Address

\*\*By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Gap, Inc.



Interest Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Purchases	N/A	26.24%(v)	\$0.00	\$0.00
Cash Advances	N/A	27.24%(v)	\$0.00	\$0.00
(v) = variable rate				

Cardholder News and Information

If you received a Change in Terms Notification from Barclays and your account is being transferred on June 17th 2022, your autopay election will be canceled.

We value you as a customer. Please note the Payment Due Date listed on the top of your statement and remittance stub as your due date may have changed. If we do not receive your minimum payment due by 5pm ET of your due date, your account is subject to a late fee.

Statement not provided to customer.

You can pay your bill online or over the phone. We noticed you've been enjoying our easy paperless payment options, so we will no longer be including return envelopes. You can make things even easier by selecting the paperless statement option on your account online.



NEW CARD  
COMING SOON\*



## brand new card

### SAME GREAT REWARDS PROGRAM

Your Navyist Rewards Credit Card from Synchrony will be replaced with the new Navyist Rewards Credit Card from Barclays in **June 2022**.

The perks you've come to know and love aren't going anywhere, like no annual fee and earning points when you shop at any of our brands.

### MID-JUNE 2022

Keep an eye out! Your new card will arrive by mail.\*

You will be able to activate your new card starting **June 20, any time after 6:00am ET**. Continue using your current card as you normally do through **June 19**.

### DON'T FORGET YOUR BILL

**Before June 16:** Continue to make payments as you normally do to Synchrony:

- Payments via phone or online can be made until 11:59pm ET on June 15
- Scheduled or Auto Payments can be modified up until 7:00pm ET on June 15. (Note, payments scheduled after June 16 will not be processed)
- Payments should be mailed at least 7 days before your due date

**Between June 16 and June 19:** If you plan to make a payment, mail it to the address for payments provided on your Synchrony billing statement at least 7 days before it is due.

**Starting June 20:** Begin paying your bill with Barclays:

- **Online:** Visit [oldnavy.barclaysus.com](https://oldnavy.barclaysus.com) to set up payments directly from a checking or savings account, or to make arrangements with your other bill payment services
- **Phone:** Call the number on the back of your new credit card
- **Mail:** Send a check payable to "Barclays" to:  
Barclays  
P.O. Box 13337  
Philadelphia, PA 19101-3337  
or  
Barclays  
P.O. Box 60517  
City of Industry, CA 91716-0517

For more information about paying your bill with Synchrony in June and setting up payments with Barclays moving forward, visit [NavyistRewardsCard.com](https://NavyistRewardsCard.com).

ONE MEMBERSHIP. FOUR BRANDS.



BANANA REPUBLIC

OLD NAVY

ATHLETA

\* You will receive your new Navyist Rewards Credit Card from Barclays in mid-June as long as your account is open and in good standing. Please refer to important communications from Barclays regarding changes to your account, key dates, and details about the many benefits you will enjoy with your new Navyist Rewards Credit Card.

This card is issued by Barclays Bank Delaware (Barclays) pursuant to a license from Mastercard International Incorporated. Mastercard, World Mastercard and World Elite Mastercard are registered trademarks, and the circles design is a trademark of Mastercard International Incorporated.

©2022 Barclays Bank Delaware (Barclays), Member FDIC.







4500 Munson St NW  
Canton OH 44718, U.S.

## BILL of SALE

**Midland [REDACTED] – [REDACTED] – November 2022**

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Accounts Purchase Agreement (the “Agreement”), dated as of 10<sup>th</sup> day of November, 2022 by and between Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holding, L.L.C., Synchrony Card Funding, LLC, and Retail Finance Credit Services, LLC (collectively “Seller”) and Midland Credit Management, Inc. (“Buyer”), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, the Accounts as set forth in the Notification Files delivered by Seller to Buyer on or about 12<sup>th</sup> day of November 2022, and as further described in the Agreement. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized in the Notification Files, the Seller represents and warrants to Buyer that (i) the Account information constitutes the Seller’s own business records and accurately reflects in all material respects the information in the Seller’s database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account’s database; and (iv) it is the regular practice of the Seller’s business to maintain and compile such data..

### Synchrony Bank

By: *Lynne Fisher*  
Lynne Fisher (Nov 30, 2022 15:38 EST)  
Lynne Fisher  
SVP Recovery Operations

### Synchrony Card Funding, LLC

By: *Lynne Fisher*  
Lynne Fisher (Nov 30, 2022 15:38 EST)  
Lynne Fisher  
Duly Authorized Signatory

### RFS Holding, LLC

By: *Lynne Fisher*  
Lynne Fisher (Nov 30, 2022 15:38 EST)  
Lynne Fisher  
Duly Authorized Signatory

### Retail Finance Credit Services, LLC

By: *Lynne Fisher*  
Lynne Fisher (Nov 30, 2022 15:38 EST)  
Lynne Fisher  
Vice President

### Midland Credit Management, Inc.

By: *[Signature]*  
Danielle Wohlfahrt (Nov 30, 2022 14:31 PST)  
Danielle Wohlfahrt  
VP, Business Development

QC APPROVED





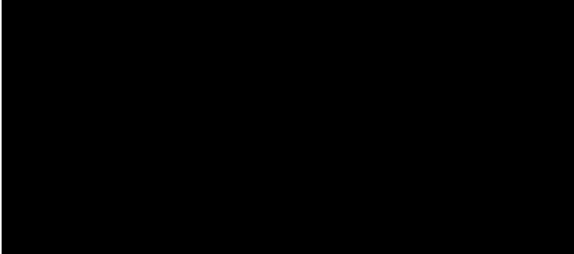
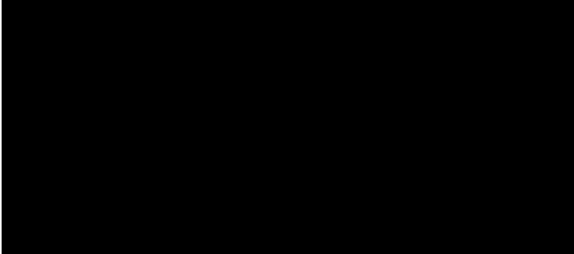
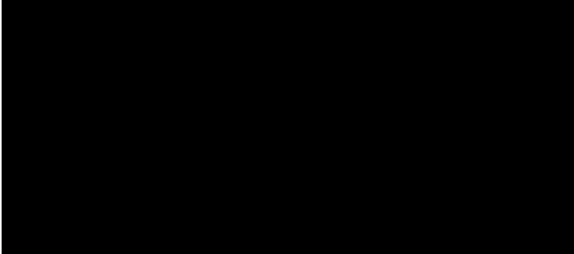
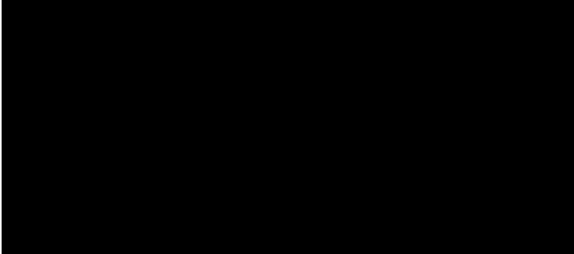
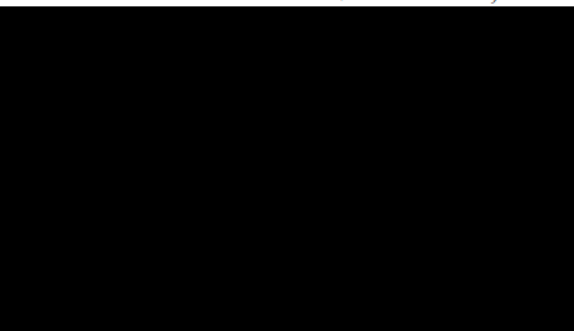
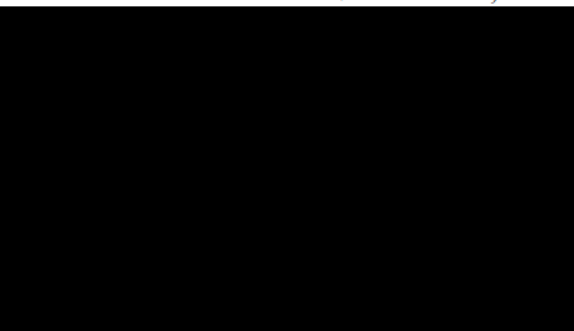
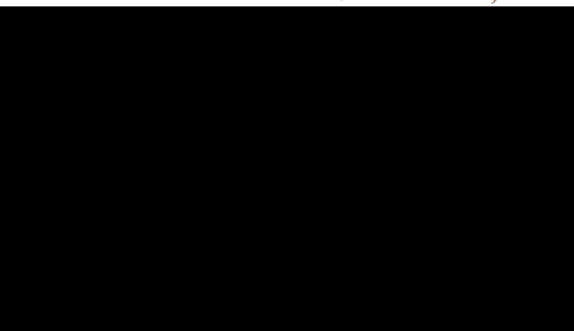
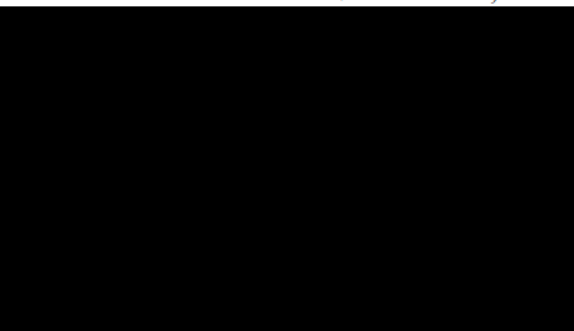
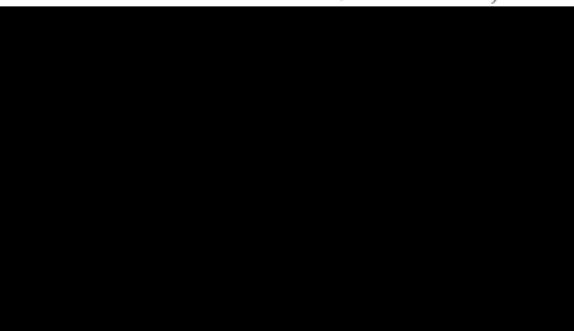
By: Nicholas Matovsky  
Date: 11/30/2022

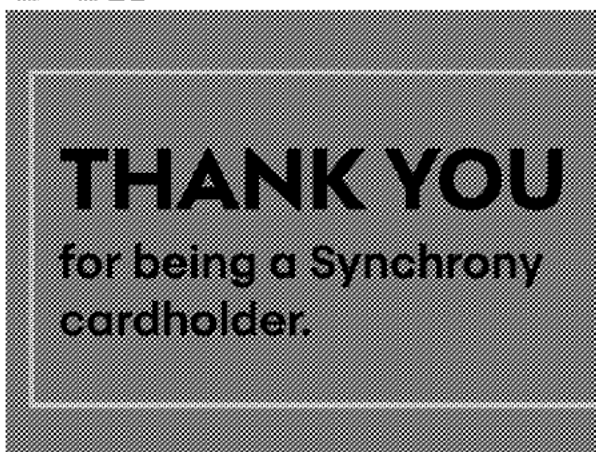
Purchase Price Reconciliation/Funding Instructions

November 14, 2022

To: **Midland**

This ACCOUNT PURCHASE AGREEMENT, is made this 10th day of November 2022, by and between Synchrony Bank formerly known as GE Capital Retail Bank, RFS Holding, L.L.C., Synchrony Card Funding, LLC and Retail Finance Credit Services, LLC. (collectively, "Seller") and Midland Credit Management, Inc. ("Buyer") with reference to the following facts and circumstances:

Portfolio	
Agcy_Atty Code	
Total Number of Accounts	
Outstanding Balances on Transfer Date:	
Cut-Off Date	November 12, 2022
Transfer Date	November 12, 2022
Purchase Price Factor	
Purchase Price	
0% Holdout	
Amount of Wire transfer	
Date of Funding:	November 28, 2022
Bank:	
ABA No.	
Account No:	
Account Holder:	
Location:	



Visit us at [eservice.oldnavy.com](http://eservice.oldnavy.com)  
Customer Service: 1-866-450-5294

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1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
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P.O. Box 965003, Orlando, FL 32896-5003

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We will not charge you any interest on purchases if you pay your entire balance by the due date each month. Please refer to the due date shown on the front of your statement. We will begin charging interest on cash advances on the transaction date.

**Your Account is owned and serviced by Synchrony Bank.**

[WF3571763C]

O1GE6544 - 1 - [05/14/21]

**Bankruptcy Notice:** If you file bankruptcy, you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965065, Orlando, FL 32896-5065.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street Address City, State ZIP Phone # Email	_____	_____	_____	_____
		*Home Phone #	*Business Phone #	*Cell # or other phone # we can use to contact you	**Email Address

\*\*By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Gap, Inc.



Transaction Summary (continued)				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
08/11	08/11	24692166Z2X7N2Q8X	WWW COSTCO COM 800-955-2292 WA	\$97.93
08/11	08/11	24692166Z2X8BV9FL	AMZN Mktp US*2D0K973L1 Amzn.com/bill WA	\$50.85
08/12	08/12	2413746708R0AYKGF	STEVE SHANNON #07 BERWICK PA	\$7.70
08/12	08/12	2469216702XLGQP10	Amazon.com*2D7CO9TW1 Amzn.com/bill WA	\$4.11
08/22	08/22	74479947B00XS6H12	ONLINE PAYMENT THANK YOU	(\$50.00)
FEES				
TOTAL FEES FOR THIS PERIOD				\$0.00
INTEREST CHARGED				
09/05	09/05		INTEREST CHARGE ON PURCHASES	\$23.16
09/05	09/05		INTEREST CHARGE ON CASH ADVANCES	\$0.00
TOTAL INTEREST FOR THIS PERIOD				\$23.16
2021 Totals Year-To-Date				
Total Fees Charged in 2021			\$0.00	
Total Interest Charged in 2021			\$38.14	
Total Interest Paid in 2021			\$14.98	

Interest Charge Calculation				
Your <b>Annual Percentage Rate (APR)</b> is the annual interest rate on your account.				
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Purchases	N/A	25.99%(v)	\$1,049.00	\$23.16
Cash Advances	N/A	26.99%(v)	\$0.00	\$0.00
(v) = variable rate				

Cardholder News and Information

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

JUST FOR YOU: CHANGES TO REWARDS

**\*\*Starting 7/20 - you'll see some exciting new changes to your cardmember rewards & benefits\*\***To learn more, visit [www.oldnavy.com/RewardProgramTerms](http://www.oldnavy.com/RewardProgramTerms) for terms and conditions

Questions? Visit [www.oldnavy.com/rewardsfaq](http://www.oldnavy.com/rewardsfaq) or call 1.800.653.6289

Earn Rewards with your Navyist Rewards Visa Credit Card. Earn 5 points for every \$1 spent at Old Navy, Gap, Banana Republic and Athleta and 1 point for every \$1 spent everywhere else your Navyist Rewards Visa Credit Card is accepted.

Looking for a more convenient due date? Call customer service at the phone number on your statement to determine if eligible and discuss available options.

**Your account is over its credit limit. Please pay the amount by which your balance exceeds the credit limit plus the minimum payment due. If you have already sent us this payment, thank you.**

